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December 20, 2022

**VIA ECF**

Honorable Paul A. Engelmayer, U.S.D.J  
U.S. District Court, Southern District of New York  
40 Foley Square  
New York, NY 10007

**Re: Wexler v. LVNV Funding, LLC**  
**Case No. 1:22-cv-01348-PAE**

Dear Judge Engelmayer:

We represent Defendants LVNV Funding, LLC (“LVNV”) and Resurgent Capital Services LP (“Resurgent”) (“Defendants”) in the above-referenced matter. We write with regard to the Order entered December 1, 2022 (Dkt 32).

By way of background, in the Complaint, Plaintiff Shimson Wexler (“Wexler”) alleges that Defendants violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692d-g by attempting to collect a debt arising from his Citibank, N.A. (“Citibank”) credit card account after he submitted a one-time settlement payment to Resurgent. (Dkt 1).

On November 16, 2022, the Court entered an Order directing Defendants to file the four agreements on the docket. (Dkt 26). In accordance with the Order, Defendants submitted the following:

1. The Bill of Sale and Assignment dated March 12, 2020 that states, “For the value received and subject to the terms and conditions of the Master Purchase and Sale Agreement . . . and Addendum . . . , “[Citibank] does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Sherman Originator III LLC (“SOLLC III”), and to [SOLLC III]’s successors and assigns, the Accounts described in Exhibit 1 and the final electronic file”;
2. The Transfer and Assignment pursuant to which:
  - a. “[SOLLC III] transfers, sells, assigns, conveys, grants and delivers to Sherman Originator LLC (‘SOLLC’) all of its right, title and interest in and to the receivables and other asserts (the ‘Assets’) identified in Exhibit A, in the Receivable File dated March 02, 2020 delivered by Citibank, N.A. on March 12, 2020 for purchase by SOLLC III on March 12, 2020” and

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- b. “SOLLC, subsequent to the above mentioned transfer, hereby transfers, sells, assigns, conveys, grants and delivers to LVNV Funding “LVNV”, the above mentioned Assets”; and
3. The Limited Power of Attorney pursuant to which LVNV grants Resurgent the power to manage its accounts. (Dkt 27).

On November 28, 2022, the Court entered an Order requiring Defendants to produce the Master Purchase and Sale Agreement and the Addendum (collectively the “MPA”) referenced above. (Dkt 30). At that time, Defendants were not in possession of the MPA. It was also Defendants’ understanding that there was likely confidential trade information in the MPA that Citibank and/or SOLLC III may object to disclosing. Defendants requested additional time to meet and confer with Citibank and/or SOLLC III to potentially obtain the MPA and produce it to the Court with the redaction of confidential trade information and/or other proofs regarding the contents of the MPA the Court may deem sufficient. On December 1, 2022, the Court entered an Order requiring Defendants to produce the above-referenced documents by December 21, 2022. (Dkt 32).

Defendants are now in possession of a redacted version of the MPA. The paragraphs in the MPA concerning the rights to the accounts being transferred have not been redacted. Defendants respectfully request the Court’s guidance with respect to how the redacted MPA should be produced. It is Defendants’ understanding that the parties to the MPA would prefer an *in camera* review of the MPA. If such a request is denied, they are seeking that the MPA be produced pursuant to a protective order. A proposed protective order is attached for Your Honor’s consideration.

We thank the Court for its guidance and attention to this matter.

Respectfully submitted,

GORDON REES SCULLY MANSUKHANI, LLP

*s/ Peter G. Siachos*

PETER G. SIACHOS

cc: All Counsel of Record – Via ECF